The regional transit authority for Lake County

Address: 555 Lakeshore Boulevard • Painesville, Ohio 44077
Phone: (440) 350-1000 • Fax: (440) 354-4202

REQUEST FOR PROPOSALS #2608

for

COMPREHENSIVE GROUNDS MAINTENANCE AT LAKETRAN PROPERTIES

PROPOSALS DUE BY: 12:00 PM on December 16, 2026

Pre-Proposal Conference: November 24, 2026 at 10:00 AM held at Laketran Headquarters - 555 Lakeshore Blvd., Painesville Twp., OH 44077

Date Issued: November 11, 2026

Contact:
Renée Ramsey
Procurement & Grants Specialist
440-350-1010
Laketran_procurement@laketran.com

1.0 GENERAL

Laketran is the regional transit authority for Lake County, Ohio. Lake County is located 35 miles east of Cleveland. The western portion of Lake County is located within the Cleveland Urbanized area and is densely developed. The eastern half is rural in nature.

1.1 PURPOSE

Laketran seeks proposals from qualified firms to provide grounds and property maintenance services at the Frank J. Polivka Transit Center at Lakeland Community College, three Park-n-Ride locations, and three transfer centers.

The requirements for the submittal and content of proposals, the timetable for this procurement, performance requirements, and contract terms are detailed in this Request for Proposal.

The terms "proposal", "Invitation for Bid", "IFB", "proposal", "Request for Proposals", "RFP", "bidder", "proposer", "contractor" and the like are used interchangeably throughout this IFB/RFP. Similarly, the terms "Laketran", "buyer", "purchaser" and "Authority" are used interchangeably. All terms, including "his" and "his/her", are used in a gender-neutral manner.

1.2 DUE DATE AND LOCATION

Email proposals to Laketran_procurement@laketran.com no later than: December 16, 2026 at 12:00 PM.

- Proposals received after that date and time will not be accepted.
- Laketran's offices are located at 555 Lakeshore Boulevard, Painesville Township, Ohio 44077.
- Proposer bears total responsibility for ensuring their proposal is complete and arrives on time.
- Proposer must comply with each and every requirement of this RFP to be considered responsive.

1.3 SCHEDULE

The following schedule will be followed for this procurement:

November 11, 2026	Issuance of RFP
November 24, 2026 at 11:00 AM*	Pre-Proposal Conference at Laketran HQ
December 9, 2026 by 4:00 PM	Deadline to submit Questions
December 16, 2026 by 12:00 PM	Proposals Due

January 25, 2027	Laketran Board of Trustees approves contract award

[*] *Attendance at the Pre-Proposal Conference is voluntary. However, Proposers are highly encouraged to attend and to perform pre-proposal site inspections to ensure a comprehensive understanding of the physical environment and maintenance requirements.*

1.4 LENGTH OF TIME PROPOSALS SHALL BE GOOD

Proposals shall be good for ninety (90) days.

The length of time proposals shall be good - plus the schedule for the project - will be automatically extended by the amount of time required for Laketran and the Federal Transit Administration to process any Single Proposal (Section 1.23 below).

1.5 NUMBER OF COPIES AND DELIVERY

One copy emailed to Laketran_procurement@laketran.com.

1.6 PROPOSAL BOND, OR CERTIFIED OR CASHIER'S CHECK

Not Required.

1.7 PERFORMANCE BOND

Not Required.

1.8 INSURANCE

The successful proposer shall maintain throughout this assignment the following insurance coverages:

a) Workers Compensation statutory coverage.
b) Insurance shall have commercial general liability limits of $1 million per occurrence for bodily injury, personal injury and property damage. Minimum general aggregate shall be $2 million.
c) Automobile liability limit shall be at least $1 million per accident for bodily injury and property damage where applicable.
d) Ohio stop gap employer's liability with a $1 million limit.
e) Laketran, its officials, agents, employees and volunteers shall be named as an additional insured. This coverage shall be primary to the additional insured's and not contributing with any other insurance or similar protection available to the additional insured whether available coverage is primary, contributing or excess.
f) All subcontractors to the prime contractor shall be included under the prime contractor's polices or shall finish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all requirements of this section.

g) All coverages shall be written on an occurrence basis.
h) All must give Laketran at least 30 days written notice of cancellation, non-renewal and/or material changes.

For professional services contracts only: professional liability insurance in limits not less than $3,000,000 covering the professional services performed in connection with the project and continuing in force by renewal or extended reporting provision for not less than three years after completion of the Services

For contractors engaged for environmental abatement or remediation work, or if the services involve the use, treatment, storage, removal, transport, of hazardous materials to or from Laketran properties: pollution liability or equivalent coverage in an amount no less than $5,000,000 each occurrence.

All policies shall be provided by an insurer with an A.M. Best rating of A- or better.

1.9 MINIMUM SPECIFICATIONS

The specifications contained in this RFP are the minimum specifications needed to meet Laketran's needs.

1.10 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Should you have any questions regarding the DBE Program please contact the Procurement Department at Laketran_procurement@laketran.com.

1.11 BUY AMERICA, BUILD AMERICA CERTIFICATION

Not Required.

1.12 PRESENTATIONS

Laketran may ask Proposer to explain elements of their proposal.

1.13 INQUIRIES

All questions pertaining to this RFP should be directed to Laketran's Procurement Department at (440) 350-1022 or sent to Laketran_procurement@laketran.com.

1.14 CLARIFICATIONS, APPROVED EQUALS, SUPPLEMENTS

Clarifications, Approved Equals and other supplements to this RFP may be issued to modify, change or clarify one or more points. All parties who request the RFP will be forwarded copies of supplements. Proposers are reminded to read and adhere to such supplements as compliance with them is integral to having your proposal reviewed.

All requests for clarification of these specifications and for an approved equal (RFCAE) must be in writing and must be received by the time specified in Section 1.3 above.

1.15 EXPLANATIONS (WRITTEN AND/OR ORAL)

Should a proposer find a discrepancy in or omissions from these specifications, or should he/she be in doubt as to their meaning, he/she shall at once make inquiry of Laketran.

1.16 ALTERNATE PROPOSALS

Alternate proposals may be submitted by the Proposer - at their discretion and risk - to achieve the essential purpose and intent of these specifications at a lower cost, without increasing Laketran's risk or exposure. Such alternate proposals must be clearly identified and prominently labeled as such. Laketran is not obligated to accept or review any alternate proposal.

1.17 WITHDRAWAL OF PROPOSAL

No proposal will be allowed to be withdrawn after it has been opened by Laketran.

1.18 CONSIDERATION OF PROPOSAL

ORC 9.28 stipulates that for RFPs no information will be released about any proposer or proposal until a contract award is made.

1.19 REJECTION OR ACCEPTANCE OF PROPOSAL

Laketran reserves the right to accept or reject any or all proposals, and any parts of any proposal. In awarding a contract, Laketran reserves the right to consider all elements entering into the question of determining the responsibility of the Proposer. Any proposal which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the proposal. In case of any discrepancy between the price written in the proposal and that given in figures for any item, the price in writing will be considered as the proposal price.

1.20 UNACCEPTABLE PROPOSALS

No proposal will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to Laketran upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to said Laketran or has failed to perform faithfully any previous contract with Laketran.

1.21 TIE-BREAKING

In the event of a tie, Laketran shall make an award based upon federal and state law and regulations.

1.22 RIGHT TO PERFORM PRE-AWARD SURVEY

Laketran retains the right to review the apparent low contractor's production schedule and past delivery performance to determine responsibility.

1.23 RIGHT TO VERIFY PROPOSAL - SINGLE PROPOSAL (IFB ONLY, CONTRACTS > $100,000)

Laketran shall verify proposals. In the event of a single proposal response, this solicitation will be automatically converted to a negotiated purchase which shall require the Contractor/Proposer to negotiate a fair and equitable price. Laketran retains the right to request certifiable cost analysis data which the Proposer must provide. Laketran reserves the right to negotiate an adjustment in Proposer's price if warranted by said analysis. FTA review of a single proposal may be required and will automatically extend the time proposals shall be good.

1.24 VEHICLE TRADE-INS

Not Required.

1.25 FORM OF PROPOSAL

All forms must be completely filled in, signed and otherwise executed as indicated. Failure to do so can result in your proposal being declared "unresponsive". Unless otherwise specified in this RFP, only the forms prescribed in Section 4 shall be included with your proposal. Additional material is not required and its review cannot be guaranteed.

By submitting a proposal, the Proposer represents that at least twenty percent (20%) of the work of its proposal will be performed by its employees and will not be subcontracted.

The RFP may provide for submission of a price or prices for one or more items, which may be lump sum proposals, alternate prices, unit prices or a combination thereof or other proposal arrangements. Where the Form of Proposal explicitly requires that the proposer proposes on all items, failure to do so will disqualify the proposal.

1.26 AUTHORIZED NEGOTIATORS

Proposer shall identify person(s) who may represent the firm in contract negotiations.

1.27 AWARD OF CONTRACT

A responsive proposal is one which complies with the terms, conditions and specifications of this RFP. A responsible proposal is one submitted by a company or joint venture possessing the capability and capacities to perform as required by this RFP.

The Notice of Award will state that certain documents must be submitted by the successful bidder within ten (10) business days after receipt of said Notice of Award (unless otherwise directed by Laketran). These documents may include:

- The Agreement between Laketran and Contractor.
- Insurance, as specified in the contract documents.

Laketran reserves the right to award one, more than one or no contracts as Laketran deems to be in its best interests. Laketran further reserves the right to make an award on the basis of an original proposal(s) without any negotiating with any offeror.

1.28 CONTRACTUAL TERMS AND CONDITIONS

The terms and conditions of any contract that results between Laketran and the successful Proposer are discussed in Section 2. This will be a three-year, firm fixed-price contract term.

1.29 COST OF PREPARATION

All costs incurred by any Proposer prior to notice-to-proceed will not be reimbursed by Laketran.

1.30 ADDITIONAL INFORMATION, REJECTION

Laketran reserves the right to request additional information from any Proposer, or none. It also reserves the right to reject any and all proposals without prior notice; to waive informalities and technicalities; to extend deadlines without notice; to negotiate directly with only those respondents deemed to be qualified according to the criteria on this RFP; and to enter into one, more than one, or no contracts as it shall deem to be in its best interests.

1.31 LATE PROPOSALS

Proposals received by Laketran after the exact time set for receipt in Section 1.2 above are considered "late". Late proposals will be considered only if received before contract award, and the following objective, bona fide proof is submitted showing reason or cause. Some examples of proof that may be accepted are:

1. It was sent by registered or certified mail not later than 5 calendar days before the proposal receipt date specified;
2. It was sent by mail and it is determined by Laketran that the late receipt was due solely to mishandling by Laketran after receipt; or
3. It was sent by an overnight express service not later than 5:00 PM at the place of mailing 1 working day prior to the date specified for receipt of proposals and is marked for delivery by next business morning. The term "working days" excludes weekends and holidays.

The only acceptable evidence to establish the date of mailing by registered or certified mail is a U.S. or Canadian postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both must show a legible date or it shall be deemed to have been mailed late.

The only acceptable evidence to establish the time of receipt at the Buyer's facility is the time/date stamp of such facility on the proposal wrapper or other documentary evidence of

receipt maintained by the facility.

The only acceptable evidence to establish the date of mailing by an overnight express service is the date entered by the receiving clerk on the label.

1.32 PROTESTS

It is the policy of Laketran to prepare specifications for requests for proposals that are not discriminatory in nature. All solicitations are to be open and free to all competing vendors whereby all have a reasonable chance to be successful and be awarded a contract.

If a vendor feels that a particular solicitation is unfair for whatever reasons, the following procedure must be followed to register a proper protest and said procedure shall be a part of all solicitations:

STEP 1 - Protest must be made in writing and addressed to the Chief Executive Officer no later than (1) three days before the scheduled proposal due date, (2) three days after the proposal opening, or (3) three days after contract award, as applicable. Such protest must cite what the solicitation was for, and for what reason the protest is lodged.

STEP 2 - The CEO shall make all reasonable attempts to resolve the protest prior to the proposal opening or award of a contract, as applicable, and reserves the right to reschedule same if -at their discretion - deemed necessary. The CEO must make their decision no later than ten (10) working days from date the protest is lodged.

STEP 3 - If the protest is not satisfactorily resolved at Step 2, the person or firm making the protest may request a hearing with their legal counsel and Laketran, with Laketran's legal counsel serving as arbitrator on the matter. Request for such a hearing must be made within 15 working days of the original date the protest was filed.

The decision at Step 3 shall be final and binding on all parties.

If the vendor believes that Laketran did not follow the above process, he/she may appeal to the Federal Transit Administration (FTA) as follows:

Office of Program Management
Federal Transit Administration
Suite 320
200 West Adams Street
Chicago, IL 60606
(312) 353-2789

The Federal Transit Administration will hear appeals only where a local protest procedure does not exist or where the local procedure was not followed.

1.33 ADDENDA TO RFP

Laketran reserves the right to amend the RFP at any time. Any amendments to the RFP shall be described in written addenda. Notification of the addenda also will be distributed to all prospective Proposers officially known to have received the RFP. Failure of any prospective Proposer to receive the notification or addenda shall not relieve the Proposer from any obligation under the RFP therein. All addenda issued shall become part of the RFP. Prospective Proposers shall acknowledge the receipt of each individual addendum in their Proposals on the form Acknowledgement of Addenda. Failure to acknowledge in the Proposal receipt of addenda may at the Agency's sole option disqualify the Proposal.

1.34 NOTICE OF COMMENCEMENT

Not Required.

2.0 TERMS AND CONDITIONS IN CONTRACT FORM

To reduce paper consumption, the standard terms and conditions which shall apply to this procurement are not contained here. They can be found in a separate document entitled "Laketran Standard Contractual Terms and Conditions", which is available upon request. And is posted on our website at www.laketran.com . Laketran's Standard Terms and Conditions are hereby incorporated by reference into and made a part of this IFB/RFP just as if they were reproduced in their entirety here. Further, Laketran's Standard Terms and Conditions are extremely important, and are applicable to and binding upon each bidder/proposer and will become contractual to and binding upon each successful bidder/proposer to whom a contract is awarded. It is the bidder's/proposer's responsibility and obligation to have read and understood Laketran's Standard Terms and Conditions. A summary of these terms and conditions follows:

2.1 Independent Contractor
2.2 Contractor's Obligation
2.3 Buyer's Obligation
2.4 Contract Period
2.5 Performance Bond
2.6 Notice to Proceed
2.7 Contract Modification
2.8 Subcontracts
2.9 Civil Rights Laws and Regulations
2.10 Disadvantaged Business Enterprises (DBEs)
2.11 Bus Testing
2.12 Delivery
2.13 Payment
2.14 Liquidated Damages
2.15 Tax Exemption
2.16 Economic Price Adjustment
2.17 Inspection
2.18 Audit and Inspection of Records
2.19 Right to Adjust Cost
2.20 Failure to Meet Specifications
2.21 Warranties
2.22 Indemnification
2.23 Hold Harmless
2.24 Disputes
2.25 Notification of Proceedings
2.26 Termination
2.27 Assignment
2.28 Covenant Against Contingent Fees
2.29 Patent Rights & Rights in Data
2.30 Release of Information
2.31 Ownership of Documents
2.32 Access to Third Party Contract Records
2.33 Workers' Compensation and Employer's Liability Insurance
2.34 Contract Work Hours and Safety Standards Act
2.35 Davis Bacon & Copeland Anti-Kickback
2.36 Conflict of Interest
2.37 Fraud, Waste, Abuse or Other Legal Matters
2.38 Program Fraud and False or Fraudulent Statements and Related Acts
2.39 No Federal Government Obligations to Third Parties
2.40 Privacy
2.41 Procurement
2.42 Special Requirements for Transit Operations Contracts
2.43 Seismic Safety
2.44 Cargo Preference
2.45 Fly America
2.46 Clean Air Act & Federal Water Pollution Control Act
2.47 Energy Conservation
2.48 Debarment and Suspension
2.49 Compliance with Laws and Regulations
2.50 Applicable Law and Jurisdiction
2.51 Integrated Agreement
2.52 Laketran's Understanding
2.53 Incorporation of FTA Terms
2.54 Non-Smoking Policy
2.55 Funding Agencies
2.56 Prohibition on Certain Telecommunications & Video Surveillance Services or Equipment
2.57 Solid Wastes
2.58 Safe Operation of Motor Vehicle
2.59 Trafficking in Persons
2.60 Restrictions on Lobbying
2.61 Veteran's Hiring Preference
2.62 ITS Projects
2.63 Tax Liability and Felony Convictions
2.64 Severability
2.65 Changes to Federal Requirements
2.66 Americans with Disabilities Act (ADA)
2.67 Bond Requirements
2.68 Domestic Preferences for Procurements
2.69 Buy America Requirements
2.70 Simplified Acquisition Threshold

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity
The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4.Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(1) Complies with federal debarment and suspension requirements; and

(2) Reviews the SAM at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE’s"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency’s written consent; and that, unless the Agency’s consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

DOMESTIC PREFERENCES FOR PROCUREMENTS

a. The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

b. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

c. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR 184.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.§ 6201).

FLY AMERICA

a) Definitions. As used in this clause—
1) “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) “United States” means the 50 States, the District of Columbia, and outlying areas. 3) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencys, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers
International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights
This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to

use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.

a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1) Procure or obtain covered telecommunications equipment or services;
2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use
The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving
The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SOLID WASTES (RECOVERED MATERIALS)

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

(1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
(2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
(3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

(1) applications for federal assistance,
(2) requests for proposals or solicitations,
(3) forms,
(4) notifications,
(5) press releases,
(6) other publications.

TERMINATION

Termination for Convenience (General Provision)
The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)
If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)
The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach
In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)
The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)
If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)
If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)
If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default.

In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)
The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost-Type Contracts)
The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

OTHER RECOMMENDED CONTRACT REQUIREMENTS

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

3.0 SCOPE OF WORK

Laketran is accepting proposals from vendors to perform comprehensive grounds maintenance at seven of Laketran's larger properties. This is **not** a "Mow and Go" lawncare agreement; rather Laketran is in the market to hire a Grounds Maintenance Manager to take a comprehensive, proactive approach to managing the property(ies) in partnership with Laketran. Laketran has made considerable investments our properties in the last few years and desires to have the landscaping maintained to a very high level.

The Scope of Work comprises furnishing all labor, equipment, materials, transportation, and incidentals required to provide complete landscaping and grounds maintenance services as specified herein. The selected Contractor shall comply with all applicable local, state, and federal laws, ordinances, directives, and regulations in the performance of the work.

3.1 LOCATIONS

It is recommended that vendors visit the work sites to familiarize themselves with all of the existing conditions that may affect the work involved.

Location	Address
Frank J. Polivka Transit Center	7601 Clocktower Dr., Kirtland
Great Lakes Mall Transfer Center	Bus shelter at the Southeast mall entrance on Johnnycake Ridge Rd., Mentor
Julie A. Cunningham Downtown Painesville Transfer Center	70 N. St. Clair St. across from the Administration Building, Painesville
Madison Park-n-Ride	200 Water Tower Dr., Madison
Mentor Park-n-Ride	8650 Market St., Mentor
Shoregate Shopping Center	Transfer Center across the parking lot from Marc's, Wickliffe
Wickliffe Park-n-Ride	29551 Lakeland Blvd., Wickliffe

Special Notes:

- FJP Transit Center is Laketran property on the Lakeland Community College Campus (LCC). Landscaping clean-up debris must not be left/relocated to LCC property. Landscaping equipment must not be stored on the property.

3.2 WORK TO BE PERFORMED

The contractor shall provide all labor, equipment, materials, transportation, and incidentals required to provide complete landscaping and grounds maintenance services.

The schedule is measured in weeks.

Laketran defines a weed as "any plant that is unwanted or is outside of the approved landscape design".

Schedule A Properties

Frank J. Polivka Transit Center (FJP) – 7601 Clocktower Dr, Kirtland



Madison Park-n-Ride – 200 Water Tower Dr, Madison

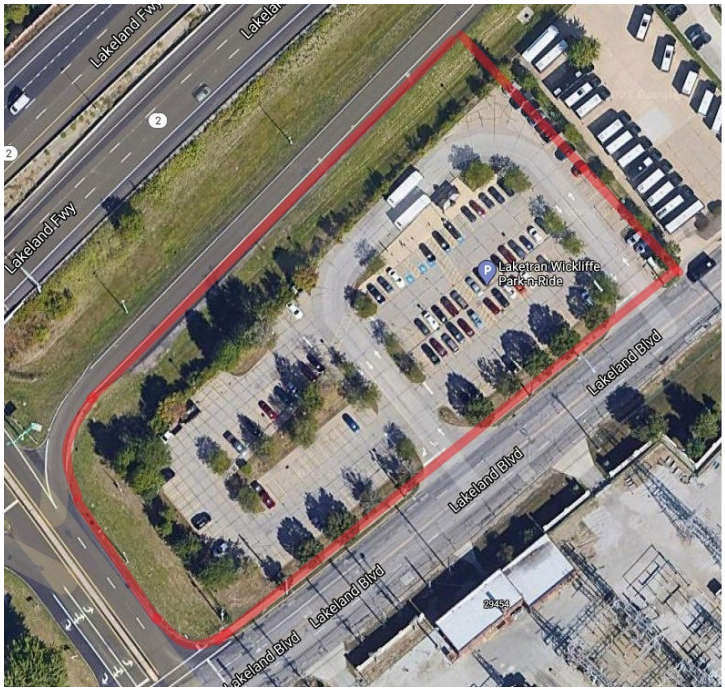


The outside perimeter of the lot must be mowed five (5) feet behind the ringed decorative tree lines. Grass beyond the 5-foot line can be left to grow naturally (approximately the red boundary line in the picture below).

Mentor Park-n-Ride – 8650 Market St, Mentor



Wickliffe Park-n-Ride – 29551 Lakeland Blvd, Wickliffe



- In 2021 Laketran took over maintaining the grassy area outside the fence line, refer to supplied map of the property. Laketran cannot guarantee that there are not large ruts or uneven ground.
- Often areas along highways and entrance/exit ramps collect debris from the highway.

- The area should be walked before each mowing and any debris/trash must be picked up and removed from the property.
- Debris must not be mowed over and left to blow around.
- All requirements to work in this area (i.e., traffic signage, barriers, PPE etc.) are the responsibility of the proposer.

- Weed control along the fence line
  - Weed eaters should be used with caution so there is no damage to the fence. The proposed fence is an ornamental aluminum fence that is powder coated.
  - Chemical weed/grass control is preferred.

Julie A Cunningham Painesville Transfer Center – 70 N. St. Clair, Painesville



The following activities are the minimum expectations for property management. The winning proposer(s) will be expected to perform these activities and maintain high quality appearance to Laketran's properties without Laketran's intervention.

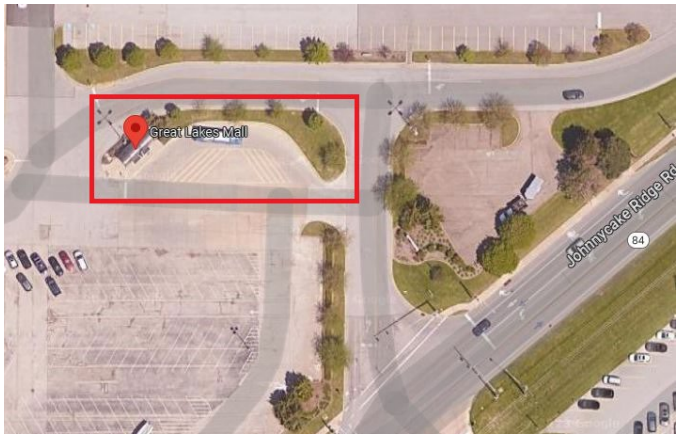
SCHEDULE A PROPERTIES SCOPE OF WORK		
Item #	Description	Schedule
1	Mulch Maintenance Plan – Spade or machine edge all planting beds and tree mulch rings creating a clean vertical trench of 3" depth. Edging must not damage any of the existing root structures or irrigation systems, when applicable. Remove disturbed soil from site caused by creating or maintaining the edge and cover with 3" of mulch. Tree root flares must be exposed after the mulch is applied in order to give the tree its best chance to grow and thrive. The use of double shredded black wood base mulch is required.	First week of May Third week of July

SCHEDULE A PROPERTIES SCOPE OF WORK		
Item #	Description	Schedule
2	Spring Clean Up – Remove all remaining winter debris from the property including but not limited to trash, accumulation of salt throughout property, leaves, twigs, or dead plant life. If dead plants are found, submit a replacement plan and cost to Laketran's project manager. Bare spots in the lawn are to be addressed with new grass seed, fertilizer, and water for a full, thick lawn.	First and second week of March
3	Pruning – The overall height of trees will be kept even in comparison to itself and not the other trees. New growth will be cut back to avoid encroaching on walkways, the lawn itself, and growing into or onto other plants or buildings. Dead limbs, branches, or infected limbs are to be removed from trees.	Second week of March First week of July
4	Weed Maintenance – Remove all unwanted growth/weeds from mulched areas, tree rings, parking lot, walkways, and bioswales, when applicable, that are greater than 1" tall or wide. Weed control that will not harm desired plant growth is applied to kill weeds that are smaller than 1" tall or wide, and reduce or prevent weed growth. Cutting the weeds shorter is not acceptable in place of weed control applications or removal.	March 1 - November 30
5	Lawn Maintenance – All lawn areas will maintain a height of 3" for optimal lawn health. Accumulation of clippings on lawn will be removed to prevent yellowing of grass. Clippings must be blown off from concrete, asphalt, and away from parked cars. All areas inaccessible by a mower will be kept to the same height of 3". Vendor shall not cause any damage to trees, shrubs, or buildings with any equipment. Any damage found on the property must be reported to Laketran's project manager so that a plan can be put together to repair. An example of damage would be tire ruts in the lawn, signage in the lawn knocked down, or anything that may be considered unsightly. Damage discovered by the contractor should be documented and reported to Laketran with a proposed cost estimate to fix/repair. All repair requires prior approval from Laketran. Removal of all unwanted trash or debris laying around the property, not just the lawn, is required.	Fourth week of March through fourth week of November

SCHEDULE A PROPERTIES SCOPE OF WORK		
Item #	Description	Schedule
6	Lawn Treatment Plan: Fertilizer shall be applied 3 times a year at Spring, Summer, and again at Fall. a. Spring – Complete lawn fertilization, pre-emergent herbicide, broadleaf herbicide, and residual grub control. b. Summer – Slow-release fertilization, broadleaf herbicide c. Fall – Slow-release fertilization, and over seeding thinned grass areas.	Third week of March First week of July Fourth week of October
7	Edging – All walkways, curbs, driveways and parking lots are to be hard edged by hand or machine. Avoid damage to any root structures or irrigation systems when applicable. Soft edges are required around fixed objects such as, but not limited to a fence line, light post, or signage in the lawn area.	Third week of March Fourth week of June
8	Irrigation – Includes start-up in the spring and winterization in late fall. Any depth changes to the heads will be adjusted to be level with the soil, not the grass, during start-up and winterization. Any damaged heads not caused by vendor should be submitted to Laketran for replacement at additional cost. Vendor caused damage to the heads will be repaired at no cost to Laketran. Damages need to be reported to Laketran the same week as the start-up and winterization are completed. *This is only at FJP the Kirtland site.*	Start Up third week of March through first week of June Winterization: First week through third week of October
9	Trimming – All shrubs and ornamental grasses shall be selectively trimmed twice per season to maintain a uniform appearance. Shrubs must be pruned to promote balanced growth and preserve their intended design. Ornamental grasses shall be trimmed to prevent lodging (leaning) and retain their structural form. **All monument signs must remain fully visible from the roadway at all times.** Any growth encroaching on signage must be trimmed immediately, regardless of the standard trimming schedule.	First week of July Third week of September
10	Fall Clean Up – Leaves, dead branches, and any other unwanted lawn maintenance debris around the property is to be collected and removed from the site. Bare spots in the lawn are to be addressed with new grass seed, fertilizer, and water for a full, thick lawn. If dead plants are found, submit a replacement plan and cost estimate to Laketran's project manager.	Third through fourth week of November
11	Winter Rejuvenation Pruning/Trimming – Shrubs, ornamental grasses, and trees that are overgrown will be pruned while dormant to remove dead, broken, diseased and conflicting branches. Also pruning/trimming will be performed in order to reduce overall height by ¼. If dead plants are found, submit a replacement plan and cost estimate to Laketran's project manager.	Second week of November

Schedule B Properties

Great Lakes Mall Transfer Center – Southeast mall entrance on Johnnycake Ridge Rd.



Shoregate Transfer Center – Willowick





SCHEDULE B PROPERTIES SCOPE OF WORK		
Item #	Description	Schedule
1	Mulch Maintenance Plan – Spade or machine edge all planting beds and tree mulch rings creating a clean vertical trench of 3” depth. Edging must not damage any of the existing root structures or irrigation systems, when applicable. Remove disturbed soil from site caused by creating or maintaining the edge and cover with 3” of mulch. Tree root flares must be exposed after the mulch is applied in order to give the tree its best chance to grow and thrive. The use of double shredded black wood base mulch is required.	First week of May Third week of July
2	Spring Clean Up – Remove all remaining winter debris from the property including but not limited to trash, accumulation of salt throughout property, leaves, twigs, or dead plant life. If dead plants are found, submit a replacement plan and cost to Laketran’s project manager. Bare spots in the lawn are to be addressed with new grass seed, fertilizer, and water for a full, thick lawn.	First week of May through the second week of May
3	Pruning – The overall height of trees will be kept even in comparison to itself and not the other trees. New growth will be cut back to avoid encroaching on walkways, the lawn itself, and growing into or onto other plants or buildings. Dead limbs, branches, or infected limbs are to be removed from trees.	Second week of March First week of July
4	Weed Maintenance – Remove all unwanted growth/weeds from mulched areas, tree rings, parking lot, walkways, and bioswales, when applicable, that are greater than 1” tall or wide. Weed control that will not harm desired plant growth is applied to kill weeds that are smaller than 1” tall or wide, and reduce or prevent weed growth. Cutting the	March 1 through November 30

SCHEDULE B PROPERTIES SCOPE OF WORK		
Item #	Description	Schedule
	weeds shorter is not acceptable in place of weed control applications or removal.	
5	Lawn Treatment Plan: Fertilizer shall be applied 3 times a year at Spring, Summer, and again at Fall. a. Spring – Complete lawn fertilization, pre-emergent herbicide, broadleaf herbicide, and residual grub control. b. Summer – Slow-release fertilization, broadleaf herbicide c. Fall – Slow-release fertilization, and over seeding thinned grass areas.	Third week of March First week of July Fourth week of October
6	Edging – All walkways, curbs, driveways and parking lots are to be hard edged by hand or machine. Avoid damage to any root structures or irrigation systems when applicable. Soft edges are required around fixed objects such as, but not limited to a fence line, light post, or signage in the lawn area.	Third week of March Fourth week of June
7	Trimming – All shrubs/ornamental grasses shall be selectively trimmed twice a season to prevent uneven appearance. Shrubs shall be trimmed for even growth and to keep its appearance as designed. Ornamental grass shall be trimmed to prevent the plant from leaning over and to keep its appearance as designed.	First week of July Third week of September
8	Fall Clean Up – Leaves, dead branches, and any other unwanted lawn maintenance debris around the property is to be collected and removed from the site. Bare spots in the lawn are to be addressed with new grass seed, fertilizer, and water for a full thick lawn. If dead plants are found, submit a replacement plan and cost to Laketran's project manager.	Third through fourth week of November
9	Winter Rejuvenation Pruning/Trimming – Shrubs, ornamental grasses, and trees that are overgrown will be pruned while dormant to remove dead, broken, diseased and conflicting branches. Also pruning/trimming will be performed in order to reduce overall height by ¼. If dead plants are found, submit a replace plan and cost to Laketran's project manager.	Second week of November

3.4 PERFORMANCE STANDARDS

The work performed by the Contractor will be subject to periodic inspection by Laketran staff.

Laketran staff will evaluate the properties once per month, at a minimum. An inspection will be performed and the contractor will be notified in writing of any infractions. The contractor will have 3 business days, excluding the day of the inspection, to resolve any findings. If the issues are not resolved by the 3rd business day, the cost of the incomplete work will be deducted from

that month's payment. If the issue(s) continue to go unresolved, the contractor may forfeit the remainder of that month's payment.

The Grounds Maintenance Manager will be expected to complete scheduled weekly inspections of the ground's maintenance and report back to Laketran any deficiencies that are found. If deficiencies found are outside the scope of work, the Grounds Maintenance Manager shall include a quote to repair the deficiencies and an expected timeline to correct the problem.

Deficiencies are anything that is less than perfection in Laketran's appearance. This includes but is not limited to:

- Dead/dying plants or shrubs
- Infected trees
- Bare spots in grass
- Tire ruts or turf damage
- Flooding
- Damaged/vandalized structures
- Thinning mulch
- Additional edging along concrete/blacktop borders
- Excessive litter

Laketran reserves the right to seek a competitive bid for any quote that seems unreasonable or greater than $10,000.00.

If at any point during the contract, the work cannot be performed in the allotted time frame, the contractor must notify Laketran's project manager. A **written explanation** must be submitted to Laketran's project manager one week prior, and must include the reasons why the schedule cannot be met and the steps being taken to meet the contract requirements.

3.5 EQUIPMENT

The contractor's equipment must be in good working condition and suitable for performing the work required. Trucks, mowing equipment, string trimmers, blowers, hand tools, pesticide and chemical weed control sprayers, and other necessary equipment and supplies to perform the work as outlined herein must be in the contractor's inventory or available by formal agreement at the time of contract award.

3.6 WORKING HOURS

There are no standard hours specified for the contract, however, weekend work may be necessary at some locations. This is also typically when the least number of cars are utilizing the Park-n-Ride lots.

3.7 PROFESSIONAL CONDUCT

Contractors and their employees are expected to meet the following minimum standards of professional conduct:
Management of this contract includes the following:

- All employees assigned by the Contractor to the performance of work under this contract shall be physically able to do their assigned work.
- Maintain a neat and clean appearance and wear proper Contractor identification during all times while working at Laketran.
    - Wear proper identification and uniform shirts, smocks, coveralls
    - Contractor is responsible for employee PPE and ensuring it is used properly.
    - If Laketran issues a contractor's badge, it should be worn at all times while on the property.
- Abide by all applicable OSHA, CDC, and Laketran safety rules.
- The Contractor shall use all utilities conservatively and shall be responsible for damages associated with use of facilities.
- All Laketran's properties are tobacco free. The use of tobacco (and vape) is not permitted in/on any Laketran properties.

3.8 SUBMITTAL REQUIREMENTS

Submissions that do not include each of the requirements listed below will be considered non-responsive.

1. Overview of the contractor's capabilities and list of any subcontractors that will be used
2. Demonstrated understanding of the Scope of Work
3. Equipment List
4. References from at least three current or past clients
5. Pricing Proposal
6. Mandatory Forms – Attachments A – O.

Laketran reserves the right to award separate contracts to multiple bidders. Contract(s) will be awarded to the most responsive, responsible, and most qualified proposer(s).

3.9 PRICING

The successful proposer(s) will be awarded a one (1) year contract with options for up to two (2) additional one-year extensions, for a total of three (3) years. Unless otherwise notified by Laketran, this contract will auto-renew until the end of the term in 2029.

Contractors can propose on one or all sites. Write "No bid" or X out any sites you are not bidding on.

3.10 INVOICING

Laketran will only pay for work once it is performed. The total cost will be divided by the nine (9) months of the season. Example: work performed in May can be invoiced in June.

Invoices must clearly state what is being billed and for which properties.

3.11 EVALUATION CRITERION

Laketran staff will evaluate each proposal using the following criteria:

Evaluation Criteria	Maximum Points
Capability of the contractor to perform the work, equipment list, and demonstrated understanding of the Scope of Work	55
Experience, Past Performance, and References of the firm	25
Reasonableness of the cost	20
Total Points Awarded	100

Laketran will award contract(s) based upon the best value to the agency.

4.0 REQUIRED FORMS

The following forms must be included with your Proposal:

	# of Pages	Signature	Notary
Acknowledgement of Addenda	1		
Attachment A - Pricing Form	2		
Attachment B - Contact Information and References	1		
Attachment C - Lobbying Form	1		
Attachment D - Debarment Form	1		
Attachment E - Standard Project Assurances	1		
Attachment F - Non-Collusion Form	1		
Attachment G - Delinquent Personal Property Form	1		
Attachment H - Disadvantaged Business Enterprise (DBE) *[Note: only complete if hiring subcontractors]*	N/A		
Attachment I - Bidder Registration Form	1		
Attachment N – Fair Labor Standards Act	1		
Attachment O – Recovered Materials	1		
W-9	1		
Certificate of Insurance			
Proposal emailed to Laketran_procurement@laketran.com			

All sub-contractors are required to complete Lower Tier Participant Forms Attachments			
	# of Pages	**Signature**	**Notary**
Attachment C2 - Lobbying Form	1		
Attachment D2 - Debarment Form	1		
Attachment E2 - Standard Project Assurances	1		
Attachment F2 - Non-Collusion Form	1		
Attachment G2 - Delinquent Personal Property Form	1		
Attachment I2 - Bidder Registration Form	1		

ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the document:

Addendum No._____, Dated _____

Addendum No._____, Dated _____

Addendum No._____, Dated _____

Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the offer.

The undersigned understands that any conditions stated above, clarifications made to above or information submitted on or with this form other than that requested, will render bid unresponsive.

_____

(Name of Individual, Partnership or Corporation)

_____

(Address)

_____

(Authorized Signature) (Title)

ATTACHMENT A - LAKETRAN PRICING FORM

Pricing must be inclusive of all fees including labor, materials, profit, etc. Proposers can describe their pricing further within their proposal. Contractors may bid on one or more locations.

SCHEDULE A PROPERTIES							
Description	**Schedule**	**Qty**	**Frank J. Polivka Transit Center**	**Madison Park-n-Ride**	**Mentor Park-n-Ride**	**Wickliffe Park-n-Ride**	**Julie A. Cunningham**
Mulch Maintenance Plan	First week of May Third week of July	2					
Spring Clean Up	First and second week of March	2					
Pruning	Second week of March First week of July	2					
Weed Maintenance	March 1 - November 30	36					
Mowing	Fourth week of March through fourth week of November	32					
Lawn Treatment Plan	Third week of March First week of July Fourth week of October	3					
Edging	Third week of March Fourth week of June	2					
Irrigation *This is only at FJP - Kirtland site.*	Start Up third week of March through first week of June	1					
	Winterization: First week through third week of October	1					
Trimming	First week of July Third week of September	2					
Fall Clean Up	Third and fourth week of November	1					
Winter Rejuvenation Pruning/Trimming	Second week of November	1					
2027 TOTAL ANNUAL COST PER SITE							
2028 TOTAL ANNUAL COST PER SITE							
2029 TOTAL ANNUAL COST PER SITE							

SCHEDULE B PROPERTIES						
Description	**Schedule**	**Qty**	**Great Lakes Mall**	**Shoregate**		
Mulch Maintenance Plan	First week of May Third week of July	2				
Spring Clean Up	First week of May Second week of May	1				
Pruning	Second week of March First week of July	2				
Weed Maintenance	March 1 through November 30	36				
Lawn Treatment Plan	Third week of March	3				
	First week of July					
	Fourth week of October					
Edging	Third week of March Fourth week of June	2				
Trimming	First week of July Third week of September	2				
Fall Clean Up	Third and Fourth week of November	1				
Winter Rejuvenation Pruning/Trimming	Second week of November	1				
2027 TOTAL ANNUAL COST PER SITE						
2028 TOTAL ANNUAL COST PER SITE						
2029 TOTAL ANNUAL COST PER SITE						

Name _____ Company_____

Address _____

Phone _____ Email: _____

Name of Authorized Individual: _____

Signature of Authorized Individual: _____

ATTACHMENT B
CONTACT INFORMATION FORM

Laketran requires a primary point of contract and a back-up. Please list them below.

Primary Contact:
Name: _____
Phone: _____

Back-up Contact:
Name: _____
Phone: _____

REFERNCES:
(only include references for work completed in the last 3 years)

Reference #1

Name: _____
Phone: _____
Email: _____

Work Completed: _____
Years of Service: _____

Reference #2

Name: _____
Phone: _____
Email: _____

Work Completed: _____
Years of Service: _____

Reference #3

Name: _____
Phone: _____
Email: _____

Work Completed: _____
Years of Service: _____

ATTACHMENT C
CERTIFICATION OF PRIMARY PARTICIPANTS
REGARDING RESTRICTIONS ON LOBBYING

I,_____ (Name and Title of authorized official), hereby certify on behalf of _____(Company Name) that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this _____day of _____20___

By_____
Signature of Authorized Official

_____
Title of Authorized Official

ATTACHMENT D
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS

The Primary Participant (applicant for a potential contractor for a major third party contract), _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and

5. Are not included in the U. S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs.

If the primary participant (applicant for a potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT (APPLICANT FOR A POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C., SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

_____
Date

ATTACHMENT E
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING STANDARD PROJECT ASSURANCES

The Primary Participant (applicant for a potential contractor for a major third party contract), _____ certifies to the best of its knowledge and belief, that it and its principals:

1) The Primary Participant hereby agrees that Laketran has the right to reject any and all bids, to waive informality in any bid, to negotiate directly with only qualified respondents, to award one, more than one, or no contracts. Bidder further agrees it shall not dispute the correctness of the quantities used in computing the lowest and best bid.

2) If the Primary Participant is not the parent company, insert below the name and main office address of the parent company. (A parent company is one that owns at least a majority, fifty-one percent of the voting rights and/or assets in that company.) By execution of this section, the parent company acknowledges the Proposer is authorized to submit this Proposal on parent company's behalf.

   Company Name_____
   Address _____
   City, State, Zip _____
   Phone _____
   Fax _____
   E-mail _____
   Website _____

3) Primary Participant hereby assures and certifies that it will comply with the Federal statutes, regulations, executive orders and requirements which relate to the applications made to and grants received from the Federal Transit Administration. Proposer acknowledges such statutes, regulations, Executive orders and administrative requirements include - but are not limited to - the following:

   The Primary Participant certifies that it is not on the Controller General's list of ineligible contractors.

   Primary Participant further acknowledges the provisions of Section 1001 of Title 18, U.S.C., apply to any assurance or submissions under this section.

_____
Signature and Title of Authorized Official

_____
Date

***Notary Executes Here*:**

Taken, subscribed and sworn before me this _____ day of _____, 20____.

_____
Notary Public

Notary Public in and for the County of _____, State of _____.

My commission expires _____.

ATTACHMENT F
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING NON-COLLUSION

This affidavit is to be filled out and executed by the Primary Participant; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should always appear on the line marked "Name of Affidavit." The affidavit's capacity, when a partner or officer of a corporation, should be inserted on lines marked "Capacity." The affidavit should sign individual name at end not partnership or corporation name, and swear to said affidavit before a notary public, who must attach their seal.

State of _____,
County of _____,

I, _____ being first duly sworn, do hereby state that
(Name of Affidavit)

I am _____ of _____
(Capacity) (Name of Firm, Partnership, Corporation)

Whose business is _____

And who resides at _____

And that _____
(Give names of all persons, firms, or corporation interested in the bid)

is/are the only person(s) with me/us in the profits of the herein contained contract; that the contract is made without any connection or interest in the profits thereof with any persons making any bid or bid for said work; that the said contract is on my/our part, in all respects fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.

_____
Signature and Title of Authorized Official

_____
Date

***Notary Executes Here*:**

Taken, subscribed and sworn before me this _____ day of _____, 20____.

_____
Notary Public

Notary Public in and for the County of _____, State of _____.

My commission expires _____.

ATTACHMENT G
CERTIFICATION OF PRIMARY PARTICIPANT REGARDING
DELINQUENT PERSONAL PROPERTY STATEMENT

_____ (Primary Participant), hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the bid was submitted by _____ (company**) was / was not (please circle one)** charged with delinquent personal property taxes on the General Tax List of Personal Property for Lake County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Lake County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below. A copy of this statement shall be transmitted to the Lake County Treasurer within thirty (30) days of the date it is submitted. If a contract is entered into, a copy of this statement shall also be incorporated into the contract between Laketran and the Primary Participant and no payment shall be made with respect to any contract unless such statement has been so incorporated as a part thereof.

$_____ Delinquent Personal Property Tax *

$_____ Penalties *

$ _____ Interest *

$ _____ Total *

* Mark "N/A" if not applicable

_____
Signature and Title of Authorized Official

_____
Date

***Notary Executes Here*:**

Taken, subscribed and sworn before me this _____ day of _____, 20____.

_____
Notary Public

Notary Public in and for the County of _____, State of _____.

My commission expires _____.

SCHEDULE OF SUBCONTRACTORS

Required for all projects using subcontractors

(attach additional pages as necessary)

Prime Contractor / Consultant Company Name					
Laketran Project Name _____			Due Date: _____		
Firm Name / Address / City/State/Zip	DBE? (Y)es or (N)o	Federal Tax ID No.	Business Size Avg. Annual Gross Receipts for Past 3 years	Description of Work to Be Performed	Amount of Subcontract
Name Address City, State, Zip			☐ < $1mill ☐ $1mill - $5mill ☐ >$5mill		
Name Address City, State, Zip			☐ < $1mill ☐ $1mill - $5mill ☐ >$5mill		
Name Address City, State, Zip			☐ < $1mill ☐ $1mill - $5mill ☐ >$5mill		
Name Address City, State, Zip			☐ < $1mill ☐ $1mill - $5mill ☐ >$5mill		
Name Address City, State, Zip			☐ < $1mill ☐ $1mill - $5mill ☐ >$5mill		

Prime Contractor / Consultant Company Name					
Laketran Project Name _____			Due Date: _____		
Firm Name / Address / City/State/Zip	DBE? (Y)es or (N)o	Federal Tax ID No.	Business Size Avg. Annual Gross Receipts for Past 3 years	Description of Work to Be Performed	Amount of Subcontract
Name Address City, State, Zip			☐ < $1mill ☐ $1mill - $5mill ☐ >$5mill		
Name Address City, State, Zip			☐ < $1mill ☐ $1mill - $5mill ☐ >$5mill		
Name Address City, State, Zip			☐ < $1mill ☐ $1mill - $5mill ☐ >$5mill		
Name Address City, State, Zip			☐ < $1mill ☐ $1mill - $5mill ☐ >$5mill		

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of Laketran General Conditions and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the bid or proposal.

_____ _____ _____

Date Signature of Authorized Representative Title

DECLARATION OF PROPOSED DBE UTILIZATION

This Page Must Be Completed by Prime Bidder to Indicate the Amount (Percentage) Of DBE Participation.
This Form is a Required Submission with the Bid / Proposal to Laketran.

The undersigned, as a representative of the entity,_____ , submitting a bid/proposal for the _____project, hereby acknowledges that the DBE goal established for this project is %.

Note: Bidder Shall Make One Of The Two Certifications Noted Below:

☐ **DBE Goal Met.** The Bidder further represents that the proposed level of DBE participation as set forth in the enclosed Schedule of DBE participation for this project is % and represents an attainment of the DBE participation goal. The bidder has met the overall Disadvantaged Business Enterprise participation goal with a total DBE Commitment Amount of $_____ (dollars). The bidder agrees that the DBE firm(s) listed in Schedule of DBE Participation will be used to accomplish the DBE participation commitment for this contract, for at least the dollar amounts set forth herein. Affidavits of Intent confirming the proposed participation of the DBEs set forth on the Schedule of DBE Participation are attached.

☐ **DBE Goal Not Met**. The prime contractor has concluded that it is unable to achieve the DBE participation goal set for this contract and hereby requests a waiver of the overall goal. The bidder verifies that it has employed good faith efforts to meet the established DBE goal and has submitted documentation of those efforts along with its bid documentation. The bidder further agrees that the DBE firms listed in the Schedule of DBE Participation will be used to accomplish the DBE participation goal for this contract, for at least the dollar amounts set forth herein. Affidavits of Intent confirming the proposed participation of the DBEs set forth on the Schedule of DBE Participation are attached.

Laketran Project Name		**Total bid/ Contract Amount**	**$**	
Name of DBE Company	**Contact Person**	**Scope of Work**	**Percentage of Total Bid ÷ Subcontract Amount**	**Amount of Subcontract**
			%	
			%	
			%	
			%	
			%	
			%	
Total DBE Commitment				
Total Percentage of DBE Commitments (Total $ DBE participation ÷ Total $ Bid Amount)				

Attach Additional Copies, If Necessary.

The undersigned further agrees to enter into a formal agreement with DBEs listed above or approved substitutions, for the work described in this schedule conditioned upon the award of a contract by Laketran. The undersigned will provide Laketran's DBE Program Administrator a copy of the executed contract(s) with all DBE firms to perform on this contract, upon request.

_____

Signature Title Date

AFFIDAVIT OF DBE INTENT TO PERFORM AS A SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER {PART 1 OF 2}

INSTRUCTIONS: Complete one (1) form for EACH certified Disadvantaged Business Enterprise (DBE) committed to performing on this contract.

Laketran Project Name		Due Date	
Prime Contractor/Consultant Company Name			
Name of Person Completing This Form			
Is Prime Contractor/Consultant certified as a Disadvantaged Business Enterprise (DBE)?		☐ Yes	☐ No
DBE FIRM INFORMATION			
DBE Firm Name			
DBE Firm Contact			
DBE Firm Address		City	State/Zip
Phone:		Email:	
DBE Subcontract Amount			

The undersigned DBE firm intends to perform work in connection with the above referenced project as:

☐ An individual ☐ A partnership ☐ A corporation ☐ A joint venture ☐ Other

The undersigned affirms that (s)he is a duly authorized official representing the proposed DBE and affirms its certification has not expired nor been revoked. The undersigned also affirms that the DBE firm is certified to perform the work described herein and that its current certification letter will reflect appropriate NAICS codes associated with the described scope of work.

Attach Copy of Current Certification from the ODOT UCP

1. If awarded the contract, the undersigned intends to enter into a subcontract to perform the work described in Part 2 of this form for the prices/subcontract amount indicated.
2. If DBE Firm Is a Third-Tier Subcontractor, This Form Must Also Be Executed By The Second-Tier Subcontractor That Has The Subcontract Agreement With The DBE Firm.

X	
Authorized Signature of Prime Contractor	Title:
X	
Authorized Signature of DBE Subcontractor/ Consultant/ Supplier (SECOND TIER):	Title:
X	
Authorized Signature of DBE Subcontractor/ Consultant/ Supplier (THIRD TIER):	Title:

(THIS FORM CONTINUES ON THE NEXT PAGE)

AFFIDAVIT OF DBE INTENT TO PERFORM AS A SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER {PART 2 OF 2}

1. Please Use A Separate Form for EACH DBE Firm To Be Utilized On The Project.
2. Fill In ONLY The Appropriate Section For The Specified DBE Firm Listed On Part 1 Of This Form.

Description of Work To Be Performed by DBE Certified Subcontractors

Bid Item #	Item Description	Scope of Work	NAICS Code	Unit Price	Quantity	Total
				$		$
				$		$
Total Value of Work To Be Performed By Certified DBE Firm						$
Subtract (Minus) Any Amount to Be Sublet to a Non-DBE Firm(s)						( )
Total Value DBE Subcontractor						$

Description of Work To Be Performed by DBE Certified Subconsultants

Work Item(s) to be performed by DBE	Description of Work	#Hours or Units	Total Value
			$
			$
			$
Total Value of Work To Be Performed By Certified DBE Firm			$
Subtract (Minus) Any Amount to Be Sublet to a Non-DBE Firm(s)			( )
Total Value of DBE Subconsultant			$

Items of Work To Be Performed By DBE Trucking Firm(s)

Description of Material(s) Hauled	Estimate of Ton/C.Y.	Estimate of # of Trucks Required	Number of Trucks Owned or Leased	Total Dollar Value
			O= L=	$
			O= L=	$
			O= L=	$
Total Value DBE Trucking Firm				$ %

Items of Work To Be Performed by DBE Supplier [Non-Manufacturer]:

Description of Material(s) Supplied	Total Contract Value	Multiply X .60	Total DBE Credit Allowed (Contract Value*.60)
		60%	
		60%	
Total Value of DBE Supplier			$

*Note: Count only the portions of work to be performed by a certified DBE firm for all of the above mentioned categories.

Items of Work To Be Performed by DBE Distributor [Non-Manufacturer]:			
Description of Material(s) Supplied	Total Contract Value	Multiply X .40	Total DBE Credit Allowed (Contract Value*.40)
		40%	
		40%	
Total Value of DBE Supplier			$
*Note: Count only the portions of work to be performed by a certified DBE firm for all of the above mentioned categories.			

**Important Notice: Failure to submit BOTH PARTS of this completed and signed form for each DBE firm whose quote/bid is being counted toward the established DBE participation goal, may constitute a MATERIAL DEFECT in your bid submission and may result in a determination of your bid as NON-RESPONSIVE.*

ATTACHMENT I
LAKETRAN BIDDER REGISTRATION FORM

Per 49 CFR Part 26.11, Laketran is required to collect the following information on contractors and sub-contractors who seek to work on Federally-assisted Contracts

Legal Name of Business_____

Contact Person's Name (first, last) _____

Age of your business (in years) _____

Type of Business (choose all that apply)

□ Advertising
□ Architecture/Engineering
□ Auction Services
□ Automobile Sales or Distributor
□ Automobiles & Trucks (non-bus)
□ Bicycle
□ Bus and Vehicle Parts
□ Bus and Automobile Maintenance Products and Services
□ Bus Exterior Products/Services
□ Bus Interior Products/Services
□ Bus Manufacturer
□ Bus Sales or Distributor
□ Bus Technology
□ Cement/Concrete
□ Cleaning or Janitorial
□ Construction Contractor
□ Construction Trades
□ Consulting Services
□ Drug & Alcohol Testing & Other Medical Services
□ Equipment
□ Estimating Services
□ Fare Collection and Fare Technology
□ Financial, Banking, & Auditing
□ Fuel
□ Fuel Systems and Technology
□ Functional Capacity Assessment
□ Graphic Design
□ Human Resources & Related Services
□ HVAC
□ IT/Computer/Technology
□ Lawn & Landscaping
□ Marketing
□ Office Products & Copiers
□ Printing Services
□ Roofing
□ Security Systems & Services
□ Signage
□ Snowplowing & Snow Removal
□ Software & SaaS
□ Telecommunications
□ Temporary Employment Agency
□ Transit Peer
□ Uniforms & Shoes
□ Utilities - electric, plumbing, sewer
□ Other - describe using key words _____

The following are required by 49 CFR Part 26

Business Street Address _____
City _____ State _____ Zip Code _____
Email Address _____

NAICS code(s) applicable to work performed:_____

Race/ethnicity of firm's majority owner (choose one)

o Caucasian/White
o African American/Black
o Hispanic
o Asian-Pacific American
o Native American
o Sub-continent Asian American

Gender of firm's majority owner (choose one) □ Male □ Female

Gross Annual Receipts – choose the category that best applies to your business.

o Less than $1 million
o $1 million - $3 million
o $3 million - $6 million
o $6 million - $10 million
o $10 million or more

Is your business registered as a DBE? □ YES □ NO

BIDDER'S INSURANCE AGENT'S AFFIDAVIT

PROJECT: _____

OWNER: Laketran

_____

I, _____, _____, first being duly (Insurance Agent's Name) (Title)

sworn do state the following:

(a) that I have reviewed the insurance requirements in the bid documents and have noted therein the requirements on insurance including any policy modifications, cancellation and non-renewal provisions, and any additional policies or endorsements needed;

(b) that I am familiar with the insurance at

(Bidder's Company Name)

has in force, and that its insurance meets the contract insurance requirements or that it can be amended or endorsed to meet the contract insurance requirements (with standard industry exclusions) until the current policy expiration or until cancelled with notice per the specifications or additional policies and/or endorsements can be provided to the Contractor;

(c) that all additional policies and/or endorsements required in the specifications are available;

(d) that if an award of contract is made to the Bidder an insurance certificate(s) [most current version ACORD 25] and/or binder(s) which fully complies with all insurance requirements in the contract will be issued within three (3) business days of notification from the contractor and the contractor approving any additional policies or endorsements needed to fully comply with the insurance requirements in the contract;

(e) that I have advised my client of the cost of all additional policies, amendments, and/or endorsements so that he can include same in their bid;

(f) that the cancellation clause in the policy meets the specifications or that it can be amended by an endorsement;

(g) that this document neither affirmatively or negatively amends, extends or alters the terms of or coverage afforded by the policy referenced herein.

Further, Affiant sayeth naught.

_____ _____

(Agent's Signature) Agency Name

_____ _____

(Agent's Name) Agency Address

_____ _____

Date Agency City, State and Zip Code

_____ _____

(Phone) (Fax)

_____

(E-mail)

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

_ _

or

Employer identification number

_

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ATTACHMENT N
FAIR LABOR STANDARDS ACT
CERTIFICATION OF COMPLIANCE

This procurement is subject to the provisions of Subtitle B of 29 CFR Chapter 5, and the Fair Labor Standards Act. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include the certification will not be considered.

Fair Labor Standards Act Certification

I hereby certify that:

_____ (Name of Bidder) has complied with the requirements of the Fair Labor Standards Act.

_____
Company Name

_____
Signature of Authorized Official

_____
Printed Name and Title of Authorized Official

_____
Date

ATTACHMENT O
RECOVERED MATERIALS CERTIFICATION

As required by the Resource Conservation and Recovery Act of 1976, the contractor certifies that the percentage of recovered materials content for EPA-designated items (described below) to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Name	Description	Minimum Content Requirements	
		Post-Consumer Recovered Content	Total Recovered Content
Hydraulic mulch	Grass seed embedded with newspaper and wood to stabilize soil and protect seeds	Paper - 100%	Wood - 100%
Compost & Fertilizer	Organic Materials	NA	100%

_____
Company Name

_____
Signature of Authorized Official

_____
Printed Name & Title of Authorized Official

_____
Date

ATTACHMENT P
NO BID/PROPOSAL REPLY FORM

To assist Laketran in obtaining good competition on its solicitations, we ask that if you received an invitation or notification but do not wish to submit a response to this solicitation, please state the reason(s) below and return this form to:

Andrea Aaby, Director of Compliance & Development
Laketran_procurement@laketran.com
555 Lakeshore Blvd., Painesville Twp., OH 44077

NOTE: This information is specific to this solicitation and will not preclude receipt of future invitations unless you request removal from the Bidder's List by indicating below.

Unfortunately, we must offer a "No Submission" at this time because:

☐ 1. We do not wish to participate in the solicitation process itself.

☐ 2. We do not wish to submit under the terms and conditions of this particular solicitation document. Our objections are as follows:

_____

_____

_____

☐ 3. We do not feel we can be competitive. (Please elaborate below)

_____

_____

_____

☐ 4. We do not provide the particular goods/services described in the solicitation.

☐ 5. Other: _____

☐ We wish to remain on Laketran's Bidder's List for these services/as a general vendor.

☐ We wish to be removed from Laketran's Bidder's List

COMPANY NAME _____

COMPANY REP SIGNATURE _____

DATE _____

The following forms are to be completed only by any sub-contractors performing work on this project.

ATTACHMENT C-2
CERTIFICATION OF LOWER-TIER PARTICIPANTS
REGARDING RESTRICTIONS ON LOBBYING

I, _____(Name and Title of Authorized Official), hereby certify on behalf of _____ (Name of Subcontractor) that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this _____day of _____, 20___.

By _____
Signature of Authorized Official

_____
Title of Authorized Official

ATTACHMENT D-2
CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Lower Tier Participant (potential subcontractor under a major third party contract) _____ _____, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and

5. Are not included in the U. S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs.

If the Lower Tier Participant (potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

THE LOWER-TIER PARTICIPANT (POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT),_____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C., SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

_____
Date

ATTACHMENT E-2
CERTIFICATION OF LOWER-TIER PARTICIPANT
REGARDING STANDARD PROJECT ASSURANCES

The Lower Tier Participant (applicant for a potential subcontractor for a major third party contract), _____ _____certifies to the best of its knowledge and belief, that it and its principals:

1. The Lower Tier Participant hereby agrees that Laketran has the right to reject any and all bids, to waive informality in any bid, to negotiate directly with only qualified respondents, to award one, more than one, or no contracts. Bidder further agrees it shall not dispute the correctness of the quantities used in computing the lowest and best bid.

2. If the Lower Tier Participant is not the parent company, insert below the name and main office address of the parent company. (A parent company is one that owns at least a majority, fifty-one percent of the voting rights and/or assets in that company.) By execution of this section, the parent company acknowledges the Proposer is authorized to submit this Proposal on parent company's behalf.

   Company Name_____
   Address _____
   City, State, Zip _____
   Phone _____
   Fax _____
   E-mail _____
   Website _____

3. Lower Tier Participant hereby assures and certifies that it will comply with the Federal statutes, regulations, executive orders and requirements which relate to the applications made to and grants received from the Federal Transit Administration. Proposer acknowledges such statutes, regulations, Executive orders and administrative requirements include - but are not limited to - the following:

   The Lower Tier Participant certifies that it is not on the Controller General's list of ineligible contractors. The Lower Tier Participant further acknowledges the provisions of Section 1001 of Title 18, U.S.C., apply to any assurance or submissions under this section.

_____
Signature and Title of Authorized Official

_____
Date

***Notary Executes Here*:**

Taken, subscribed and sworn before me this _____ day of _____, 20____.

_____
Notary Public

Notary Public in and for the County of _____, State of _____.

My commission expires _____.

ATTACHMENT F-2
CERTIFICATION OF LOWER-TIER PARTICIPANT
REGARDING NON-COLLUSION

This affidavit is to be filled out and executed by the Lower Tier Participant; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should always appear on the line marked "Name of Affidavit." The affidavit's capacity, when a partner or officer of a corporation, should be inserted on lines marked "Capacity." The affidavit should sign individual name at end not partnership or corporation name, and swear to said affidavit before a notary public, who must attach their seal.

State of _____,
County of _____,

I, _____ being first duly sworn, do hereby state that
(Name of Affidavit)

I am _____ of _____
(Capacity) (Name of Firm, Partnership, Corporation)

whose business is _____

and who resides at _____

and that _____
(Give names of all persons, firms, or corporation interested in the bid)

is/are the only person(s) with me/us in the profits of the herein contained contract; that the contract is made without any connection or interest in the profits thereof with any persons making any bid or bid for said work; that the said contract is on my/our part, in all respects fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.

_____
Signature and Title of Authorized Official

_____
Date

***Notary Executes Here*:**

Taken, subscribed and sworn before me this _____ day of _____, 20____.

_____
Notary Public

Notary Public in and for the County of _____, State of _____.

My commission expires _____.

ATTACHMENT G-2
CERTIFICATION OF LOWER-TIER PARTICIPANT REGARDING
DELINQUENT PERSONAL PROPERTY STATEMENT

_____ (Lower-Tier Participant), hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the bid was submitted by _____ (company**) was / was not (please circle one)** charged with delinquent personal property taxes on the General Tax List of Personal Property for Lake County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Lake County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below. A copy of this statement shall be transmitted to the Lake County Treasurer within thirty (30) days of the date it is submitted. If a contract is entered into, a copy of this statement shall also be incorporated into the contract between Laketran and the Lower-Tier Participant and no payment shall be made with respect to any contract unless such statement has been so incorporated as a part thereof.

$_____ Delinquent Personal Property Tax *

$_____ Penalties *

$ _____ Interest *

$ _____ Total *

* Mark "N/A" if not applicable

_____
Signature and Title of Authorized Official

_____
Date

***Notary Executes Here*:**

Taken, subscribed and sworn before me this _____ day of _____, 20____.

_____
Notary Public

Notary Public in and for the County of _____, State of _____.

My commission expires _____.

ATTACHMENT I
LAKETRAN BIDDER REGISTRATION FORM

Per 49 CFR Part 26.11, Laketran is required to collect the following information on contractors and sub-contractors who seek to work on Federally-assisted Contracts

Legal Name of Business_____

Contact Person's Name (first, last) _____

Age of your business (in years) _____

Type of Business (choose all that apply)

□ Advertising
□ Architecture/Engineering
□ Auction Services
□ Automobile Sales or Distributor
□ Automobiles & Trucks (non-bus)
□ Bicycle
□ Bus and Vehicle Parts
□ Bus and Automobile Maintenance Products and Services
□ Bus Exterior Products/Services
□ Bus Interior Products/Services
□ Bus Manufacturer
□ Bus Sales or Distributor
□ Bus Technology
□ Cement/Concrete
□ Cleaning or Janitorial
□ Construction Contractor
□ Construction Trades
□ Consulting Services
□ Drug & Alcohol Testing & Other Medical Services
□ Equipment
□ Estimating Services
□ Fare Collection and Fare Technology
□ Financial, Banking, & Auditing
□ Fuel
□ Fuel Systems and Technology
□ Functional Capacity Assessment
□ Graphic Design
□ Human Resources & Related Services
□ HVAC
□ IT/Computer/Technology
□ Lawn & Landscaping
□ Marketing
□ Office Products & Copiers
□ Printing Services
□ Roofing
□ Security Systems & Services
□ Signage
□ Snowplowing & Snow Removal
□ Software & SaaS
□ Telecommunications
□ Temporary Employment Agency
□ Transit Peer
□ Uniforms & Shoes
□ Utilities - electric, plumbing, sewer
□ Other - describe using key words _____

The following are required by 49 CFR Part 26

Business Street Address _____
City _____ State _____ Zip Code _____
Email Address _____

NAICS code(s) applicable to work performed:_____

Race/ethnicity of firm's majority owner (choose one)

o Caucasian/White
o Hispanic
o Native American
o African American/Black
o Asian-Pacific American
o Sub-continent Asian American

Gender of firm's majority owner (choose one) □ Male □ Female

Gross Annual Receipts – choose the category that best applies to your business.

o Less than $1 million
o $1 million - $3 million
o $3 million - $6 million
o $6 million - $10 million
o $10 million or more

Is your business registered as a DBE? □ YES □ NO

ATTACHMENT N-2
FAIR LABOR STANDARDS ACT
CERTIFICATION OF COMPLIANCE

This procurement is subject to the provisions of Subtitle B of 29 CFR Chapter 5, and the Fair Labor Standards Act. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include the certification will not be considered.

Fair Labor Standards Act Certification

I hereby certify that:

_____ (Name of Bidder) has complied with the requirements of the Fair Labor Standards Act.

_____
Company Name

_____
Signature of Authorized Official

_____
Printed Name and Title of Authorized Official

_____
Date